



COTTONWOOD HEIGHTS CITY COUNCIL AGENDA

Notice is hereby given that the Cottonwood Heights City Council will hold a Business Meeting beginning at **7:00 p.m. on Tuesday, March 12, 2013**, at Cottonwood Heights City Council Chamber located at 1265 East Fort Union Blvd., Suite 300, Cottonwood Heights, Utah.

7:00 p.m. 1.0 WELCOME/PLEDGE/ACKNOWLEDGEMENTS

2.0 CITIZEN COMMENTS

(Please note: In order to be considerate of everyone attending the meeting and to more closely follow the published agenda times, public comments will be limited to three minutes per person per item. A spokesperson who has been asked by a group to summarize their concerns will be allowed five minutes to speak. Comments which cannot be made within these limits should be submitted in writing to the City Recorder prior to noon the day before the meeting)

3.0 REPORTS/PROCLAMATIONS/RECOGNITIONS

3.1 Standing Monthly Reports

a. February Police Report – Sheila Jennings

(Review of the Police Department statistics for the month of February)

b. Public Works Report – Public Works Director Mike Allen

(Presentation of the monthly public works report detailing the status of various public works and capital projects throughout the City)

4.0 ACTION ITEMS

4.1 Consideration of Resolution No. 2013-07 Consenting to an Appointment to the Board of Adjustment

(Noor Ul-Hasan will be reappointed to the Board of Adjustment)

4.2 Consideration of Resolution No. 2013-08 Endorsing the Canyon Center Concept Plan

(The City created a Community Development and Renewal Agency area and supports the concept plan put forward by the developer)

4.3 Consideration of Resolution No. 2013-09 Approving Entry into an Interlocal Cooperative Agreement with Salt Lake County for the Transfer of Certain Tax Parcels

(Salt Lake County would like to deed a storm drain easement parcel to the City located on the south side of I-215 between 1300 East and 1700 East)

4.4 Consideration of Resolution No. 2013-10 Approving Entry into an Interlocal Agreement with Salt Lake County for Election Services (2013 Primary and General elections)

(The City will contract with Salt Lake County for Election Services for the 2013 Elections)

5.0 CONSENT CALENDAR

Approval of Minutes for February 26, 2013

6.0 **ADJOURN BUSINESS MEETING AND RECONVENE
WORK SESSION IN ROOM 250**

PUBLIC COMMENT PROCEDURE

At each City Council Business Meeting any person wishing to comment on any item not otherwise on the agenda for public comment may address the City Council during the Public Comment period. Any person wishing to comment during the citizen comment period shall request recognition by the Mayor and upon recognition, approach the microphone and state their name and address the body. Any person wishing to comment shall limit their comments to no more than three (3) minutes, unless additional time is authorized by the Mayor. Citizen groups will be asked to appoint a spokesperson, who shall limit their comments to no more than five (5) minutes. All comments shall be directed to the Mayor and City Council. No person addressing the City Council during the comment period shall be allowed to comment more than once during that comment period. Speakers should not expect any debate or dialogue with the Mayor, City Council or City Staff during the meeting.

The Council may choose to limit the amount of time allotted to public comment on a specific issue. In such cases, special procedures for determining who will be allowed to speak and the order of such speakers will be determined by the Council.

On Monday, March 11, 2013, at 5:00 p.m. a copy of the foregoing notice was posted in conspicuous view in the front foyer of the Cottonwood Heights City Offices, Cottonwood Heights, Utah. A copy of this notice was faxed to the Salt Lake Tribune and Deseret News, newspapers of general circulation in the City by the Office of the City Recorder. The Agenda was also posted on the City's website at www.ch.utah.gov and the State Public Meeting Notice website at <http://pmn.utah.gov>

DATED THIS 11th DAY OF MARCH 2013

Kory Solorio, Deputy City Recorder

Council Members may participate in the meeting via telephonic communication. If a Council Member does participate via telephonic communication, the Councilmember will be on speakerphone. The speakerphone will be amplified so that the other Council Members and all other persons present in the Council Chambers will be able to hear all discussions.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations or assistance during this meeting shall notify Kory Solorio, Deputy City Recorder, at (801) 944-7020 at least 24 hours prior to the meeting. TDD number is (801)270-2425 or call Relay Utah at #711. If you would like to submit written comments on any agenda item they should be received by the Deputy City Recorder no later than Tuesday at noon. Comments can be emailed to ksolorio@ch.utah.gov



NOTICE OF COTTONWOOD HEIGHTS CITY COUNCIL WORK SESSION AGENDA

Notice is hereby given that the Cottonwood Heights City Council will hold a Work Session at **6:00 p.m. on Tuesday, March 12, 2013**, in the Cottonwood Heights City Council Conference Room located at 1265 East Fort Union Blvd., Suite 250, Cottonwood Heights, Utah

- 6:00 p.m.**
1. **Review of Business Meeting Agenda (10:00)**
 2. **Public Relations Report (15:00)**
 - a. Media Coverage
(Public Relations Specialist, Stephanie Archibald, will provide a report on media coverage of city events)
 - b. Valley Journal
(A review of the upcoming articles for future editions)
 1. Valley Journal Circulation
(A discussion regarding circulation of the Journal will be held with the Council)
 2. Articles
(A discussion regarding article ideas will be held with the Council)
 3. **Public Works Report (15:00)**
 - a. Snow Removal
(Public Works Director Mike Allen will update the Council on snow removal costs for the year)
 - b. Big Cottonwood Canyon Trail
(Staff will provide an update on the plans for completing the latest phase of the BCC trail)
 4. **Legislative Update – Brian Allen (45:00)**
(Brian Allen, Cottonwood Heights State Lobbyist, will review activity at the State Legislature that might affect Cottonwood Heights or that is important to the city)
 - a. Salt Lake County Caucus Meeting – Mayor Cullimore
(Mayor Cullimore will report on the SL County Caucus meeting held every Thursday morning during the legislative session. He will specifically report on the meeting held March 3, 2013)
- 8:00 p.m.**
5. **Planning Department Report (45:00)**
 - a. Planning Commission and Architectural Review Commission Meetings
(Staff will update the Council on the March 6 Planning Commission and March 7 Architectural Review Commission meetings)
 - b. GIS Update
(Staff will present some of the new technologies available with the City's GIS)
 - c. Emergency Management Precinct
(Staff will present the latest results of work to modify emergency management precinct boundaries)
 - d. Mountview Park Improvements
(Staff will discuss with the Council options for improving drainage at the park as well as update the Council on remaining plans to be accomplished this spring including schedules for opening the park)

6. **Public Safety Report (20:00)**
 - a. Unified Fire Authority
(Report from Assistant Chief Mike Watson on events of the week)
 - b. Police Department
(Report from Chief Robby Russo on noteworthy events of the week)
7. **City Manager Report (40:00)**
 - a. Personnel Update
(Deputy City Manager Linda Dunlavy will report on new personnel/public works hires)
 - b. Further Consideration of Public Works Proposals
 1. Unified Public Works
(City Manager, John Park, will report on a recent meeting held to form a Unified Public Works entity in Salt Lake County)
 2. TerraCare Due Diligence
(City Manager, John Park, will report on his visit to Colorado to meet with other municipal clients of TerraCare)
8. **Mayor/City Council Reports (20:00)**
 - a. Council of Governments – Mayor Cullimore
(Mayor Cullimore will discuss agenda items from the Council of Governments monthly meeting)
 - b. Youth City Council – Councilman Bracken
(Councilman Bracken will report on the Youth City Council meeting held March 7)
9. **Calendar of Events (10:00)**
 - a. Easter Event – March 30
 - b. ULCT midyear conference – April 10-12
 - c. Utah Shake Out - April 17
 - d. Table Top - Utah Shake Out - May 1
10. **Closed Meeting to Discuss Litigation, Property Acquisition and the Character and Professional Competence or Physical or Mental Health of an Individual**
11. **ADJOURN**

packet

COTTONWOOD HEIGHTS

RESOLUTION NO. 2013-07

A RESOLUTION CONSENTING TO
AN APPOINTMENT TO THE BOARD OF ADJUSTMENT

WHEREAS, on 14 January 2005, the city council (the "*Council*") of the city of Cottonwood Heights (the "*City*") enacted Ordinance No. 05-13 creating the City's board of adjustment (the "*Board*"); and

WHEREAS, thereafter, Ordinance No. 05-13 was codified as chapter 19.92 of the COTTONWOOD HEIGHTS CODE OF ORDINANCES (the "*Code*"); and

WHEREAS, §19.92.020 of the Code provides that the Board shall consist of five regular members and one or more alternate members appointed by the City's manager (the "*Manager*"), with the advice and consent of the Council, for staggered five-year terms, not to exceed two consecutive terms; and

WHEREAS, the policy of the Council in cases involving a Board member who has served one or more partial terms (due to, for example, replacing a Board member who resigns before his/her term of office is completed) is to aggregate such service so that such member serves a maximum of ten consecutive years (which is equivalent to two consecutive five-year terms), thereby requiring a final term of office that is shorter than the normal five-year term; and

WHEREAS, Board member Gary Barnes recently resigned from the Board after moving from the City; and

WHEREAS, the term of office of **Noor Ul-Hasan**, a regular member of the Board who has served eight years in office, has expired; and

WHEREAS, the Council met on 12 March 2013 to, among other things, (a) consider the re-appointment of **Noor Ul-Hasan** to a new, two-year, term of office, and (b) ratify and consent to the current composition of membership of the Board; and

WHEREAS, the Manager has nominated Ms. Ul-Hasan to such new term of office; and

WHEREAS, the Council has given advice for such re-appointment as proposed by the Manager; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to consent to such re-appointment as proposed by the Manager;

NOW THEREFORE, BE IT RESOLVED by the city council of the city of Cottonwood Heights that the Council hereby (a) consents to the re-appointment of **Noor Ul-Hasan** as a regular

member of the Board for a new, two-year term; and (b) ratifies and consents to the status of the following individuals as all of the current members of the Board for the terms of office set forth opposite each name:

<u>Name</u>	<u>District</u>	<u>Initial Term Expires</u>
James Adinaro	1	13 January 2016
Bob Wilde	1	13 January 2014
James Holtkamp	2	13 January 2015
Noor Ul-Hasan	2	13 January 2015
William R. Good	4 (Alternate)	13 January 2017
Don J. Antczak	3 (Alternate)	13 January 2014

This Resolution, assigned no. 2013-07, shall take effect immediately upon passage.

PASSED AND APPROVED effective 12 March 2013.

COTTONWOOD HEIGHTS CITY COUNCIL

By _____
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:

Linda W. Dunlavy, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea	___	Nay	___
Michael L. Shelton	Yea	___	Nay	___
J. Scott Bracken	Yea	___	Nay	___
Michael J. Peterson	Yea	___	Nay	___
Tee W. Tyler	Yea	___	Nay	___

DEPOSITED in the office of the City Recorder this 12 March 2013.

RECORDED this ___ day of March 2013.

593662.1

COTTONWOOD HEIGHTS

RESOLUTION No. 2013-08

A RESOLUTION ENDORSING THE CANYON CENTRE CONCEPT PLAN

WHEREAS, the city council (the "*CH Council*") of the city of Cottonwood Heights (the "*City*") met in regular session on 12 March 2013 to consider, among other things, endorsing a concept plan (the "*Concept Plan*") for the Canyon Centre development (the "*Project*") currently under construction at or near 7650 South Wasatch Blvd. in the City; and

WHEREAS, the CH Council, in concert with City's Community Development and Renewal Agency ("*CDRA*"), has formed a Community Development Area ("*CDA*") for the Project and has adopted a CDA plan and budget establishing a need and its approval through the CDA to expend tax increment for certain public improvements ("*Public Improvements*") in connection with the Project, such as the proposed "Canyon Centre Summer Theatre," a parking structure and its associated pedestrian bridge over Wasatch Boulevard to a trail leading to the UTA bus stop in Big Cottonwood Canyon; and

WHEREAS, the Public Improvements will enhance and improve the existing public infrastructure by, *inter alia*, providing more parking for users of the UTA mass transportation system in Big and Little Cottonwood Canyons, providing a trail system between parking areas and transit stops, increasing intersection safety by decreasing traffic congestion, and otherwise reducing the vehicle traffic and pollution impacts on the nearby canyons and other vital natural resources; and

WHEREAS, the CH Council believes that the Public Improvements will have a regional benefit for all of Salt Lake County's citizens who utilize Big and Little Cottonwood Canyons for recreational and other local quality of life benefits; and

WHEREAS, the CH Council also believes that the Public Improvements will enhance the vital tourism experience for guests who visit Salt Lake County to enjoy its natural resources; and

WHEREAS, the CH Council is informed that the Project's developer has made or soon will make a formal proposal (the "*Proposal*") to the Salt Lake County Council and Mayor (collectively, the "*County Council*") requesting approval of certain considerations concerning ownership of and bonding for the Public Improvements associated with the Project; and

WHEREAS, after careful consideration, the CH Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to endorse the Proposal;

NOW, THEREFORE, BE IT RESOLVED by the Cottonwood Heights city council that, subject to the pending formal approval process being completed and adhered to, the CH Council hereby approves of and endorses the conceptual plan for the bonding and ownership by Salt Lake County of the Public Improvements of the Project as presented, and encourages the County Council to promptly act to accept such Proposal and otherwise expeditiously move forward with the process to help complete the Public Improvements.

This Resolution, assigned no. 2013-08, shall take effect immediately upon passage.

PASSED AND APPROVED effective 12 March 2013.

COTTONWOOD HEIGHTS CITY COUNCIL

By _____
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:

Linda W. Dunlavy, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea	___	Nay	___
Michael L. Shelton	Yea	___	Nay	___
J. Scott Bracken	Yea	___	Nay	___
Michael J. Peterson	Yea	___	Nay	___
Tee W. Tyler	Yea	___	Nay	___

DEPOSITED in the office of the City Recorder this 12th day of March 2013.

RECORDED this ___ day of March 2013.

COTTONWOOD HEIGHTS

RESOLUTION No. 2013-09

A RESOLUTION APPROVING ENTRY INTO AN INTERLOCAL
COOPERATIVE AGREEMENT WITH SALT LAKE COUNTY
FOR THE TRANSFER OF CERTAIN TAX PARCELS

WHEREAS, the Interlocal Cooperation Act, UTAH CODE ANN. §11-13-101 *et. seq.* (the “*Interlocal Cooperation Act*”), provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency; and

WHEREAS, UTAH CODE ANN. §11-13-214 provides that any public agency may convey property to or acquire property from any other public agency for consideration as may be agreed upon; and

WHEREAS, Salt Lake County (the “*County*”) and the city of Cottonwood Heights (the “*City*”) are public agencies for purposes of the Interlocal Cooperation Act; and

WHEREAS, upon the City’s formation on 14 January 2005 from an unincorporated portion of the County, a number of parcels of real property located within the City’s boundaries remained titled in the County’s name, including, without limitation, parcels obtained by tax sale, parcels used for flood control purposes, and right-of-way remnants; and

WHEREAS, County heretofore has transferred certain of those “remnant” parcels to City; and

WHEREAS, certain officers and staff of the County and the City have suggested that it is appropriate for three additional “remnant” parcels to now be transferred and conveyed to the City on the terms and conditions specified in the attached proposed “Interlocal Cooperation Agreement” (the “*Agreement*”) between the City and the County; and

WHEREAS, the City’s municipal council (the “*Council*”) met in regular session on 12 March 2013 to consider, among other things, approving the City’s entry into the Agreement; and

WHEREAS, the Council has reviewed the form of the Agreement; and

WHEREAS, the city attorney of the City has approved the form of the Agreement as required by *Utah Code Ann.* §11-13-202.5(3); and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City’s entry into the Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Cottonwood

Heights that the attached Agreement be, and hereby is, approved, and that the City's mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2013-09, shall take effect immediately upon passage.

PASSED AND APPROVED this 12th day of March 2013.

COTTONWOOD HEIGHTS CITY COUNCIL

By _____
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:

Linda W. Dunlavy, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea	___	Nay	___
Michael L. Shelton	Yea	___	Nay	___
J. Scott Bracken	Yea	___	Nay	___
Michael J. Peterson	Yea	___	Nay	___
Tee W. Tyler	Yea	___	Nay	___

DEPOSITED in the office of the City Recorder this 12th day of March 2013.

RECORDED this ___ day of March 2013.

593680.1

Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATION AGREEMENT (this "*Agreement*") is made effective 12 March 2013, by and between **SALT LAKE COUNTY**, a body corporate and politic of the state of Utah ("*County*"), and **COTTONWOOD HEIGHTS**, a Utah municipality ("*City*").

RECITALS:

A. UTAH CODE ANN. §11-13-202 and other provisions of the Interlocal Cooperation Act (codified as UTAH CODE ANN. § 11-13-101, *et seq.*) (the "*Act*") provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative actions.

B. UTAH CODE ANN. §11-13-214 provides that any public agency may convey property to or acquire property from any other public agencies for consideration as may be agreed upon.

C. County and City are public agencies for purposes of the Act.

D. Upon City's formation on 14 January 2005 from a portion of unincorporated Salt Lake County, a number of parcels of real property located within City's boundaries remained titled in County's name, including, without limitation, parcels obtained by tax sale, parcels used for flood control purposes, and right-of-way remnants.

E. County heretofore has transferred certain of those "remnant" parcels to City.

F. County and City now have determined that it is appropriate for three additional "remnant" parcels to now be transferred and conveyed to City. Such realty (the "*Property*") is a narrow strip that is used for storm drain purposes; is located along the South boundary of I-215 between 1300 East and 1700 East; is designated as parcel nos. 22-20-430-026-4001, 22-20-430-026-4002 and 22-20-430-026-4003; and is shown on the map(s) attached as an exhibit hereto.

G. The parties, wishing to memorialize their agreement, enter into this Interlocal Cooperation Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. **Conveyance.** Contemporaneously herewith, County shall convey and transfer the Property to City by executing and delivering to City one or more special warranty deeds (the "*Deeds*") in such form as City reasonably may require.

Section 2. **Consideration.** The Property has little or no practical or economic value beyond use for non-income-producing public purposes. In recognition of that fact, the current condition of the Property, and the financial outlay that will be required to maintain the Property following its conveyance to City, no additional consideration shall be due from City to County hereunder.

Section 3. **Use Restriction.** The Property has been acquired and improved with public funds. Consequently, the Property, and any proceeds thereof, shall be used only for public purposes.

Section 4. **Additional Interlocal Act Provisions.** In compliance with the requirements of the Act and other applicable law:

(a) **No Interlocal Entity.** The parties agree that they do not by this Agreement create an interlocal entity.

(b) **Joint Board.** As required by UTAH CODE ANN. § 11-13-207, the parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of the County's Mayor or designee and the City's Manager or designee. Any real or personal property used in the parties' cooperative undertaking herein shall be acquired, held, and disposed in accordance with this Agreement.

(c) **Financing Joint Cooperative Undertaking and Establishing Budget.** There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.

(d) **Attorney Review.** This Agreement shall be reviewed as to proper form and compliance with applicable law by the authorized attorneys for County and City in accordance with UTAH CODE ANN. § 11-13-202.5.

(e) **Copies.** Duly executed original counterparts of this Agreement shall be filed with the keeper of records of each party, pursuant to UTAH CODE ANN. § 11-13-209.

(f) **Manner of Acquiring, Holding or Disposing of Property.** The Property shall be acquired, held or disposed of pursuant to this Agreement and unless agreed to herein shall not be used in a joint or cooperative undertaking.

Section 5. **General Provisions.** The following provisions are also integral parts of this Agreement:

(a) **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

(b) **Captions.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c) **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(d) **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Agreement.

(e) Waiver of Breach. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.

(f) Cumulative Remedies. The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.

(g) Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

(h) Time of Essence. Time is the essence in this Agreement.

(i) Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.

(j) Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United States mail, certified mail postage prepaid and addressed to the parties at their respective addresses.

(k) Exhibits and Recitals. The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

(l) Governmental Immunity. Both parties are governmental entities under the Governmental Immunity Act, UTAH CODE ANN. § 63G-7-101, *et seq.* (the "Immunity Act"). Consistent with the terms of the Immunity Act, the parties agree that each party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses or limits of liability otherwise available under the Immunity Act and all other applicable law, and both parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(m) Ethical Standards. The parties hereto represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of the other party hereto; (b) retained any person to solicit or secure this Agreement upon any contract, agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or County's Ethics, Gifts and Honoraria ordinance (Chapter 2.07, SALT LAKE COUNTY CODE OF ORDINANCES [2001]); or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee to breach any of the ethical standards set forth in State statute or County ordinances.

IN WITNESS WHEREOF, the City, by resolution duly adopted by its City Council, caused this Agreement to be signed by its Mayor and attested by its City Recorder; and the County, by resolution of its County Council, caused this Agreement to be signed by the Mayor, or his designee, his or her signature being duly notarized.

SALT LAKE COUNTY

By: _____
Mayor or Designee

STATE OF UTAH)
 :ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 2013, personally appeared before me
_____, who being duly sworn, did say that (s)he is the
_____ of Salt Lake County, Office of Mayor, and that the foregoing instrument was
signed on behalf of Salt Lake County, by authority of law.

NOTARY PUBLIC

Approved As To Form and Legality:

_____, Deputy District Attorney
Date: _____ 2010

COTTONWOOD HEIGHTS, a Utah municipality

By _____
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:

Linda W. Dunlavy, City Recorder

Approved As To Form and Legality:

Wm. Shane Topham, City Attorney
Date: March 12, 2013

Exhibit to
Interlocal Cooperation Agreement

(Attach Map of Property)

COTTONWOOD HEIGHTS

RESOLUTION NO. 2013-10

A RESOLUTION APPROVING ENTRY INTO AN INTERLOCAL AGREEMENT
WITH SALT LAKE COUNTY FOR ELECTION SERVICES
(2013 PRIMARY AND GENERAL ELECTIONS)

WHEREAS, the Interlocal Cooperation Act, UTAH CODE ANN. §11-13-101 *et. seq.* (the “*Interlocal Cooperation Act*”), provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency; and

WHEREAS, Salt Lake County (the “*County*”) and the city of Cottonwood Heights (the “*City*”) are public agencies for purposes of the Interlocal Cooperation Act; and

WHEREAS, County desires to provide the services (“*Election Services*”) of its Clerk’s office, Elections Division, to the City for the purpose of assisting the City to conduct its 2013 primary and general municipal elections; and

WHEREAS, the City is in need of such Election Services; and

WHEREAS, the City and the County jointly desire to enter into an interlocal agreement (the “*Agreement*”) whereunder the County will provide Election Services to the City on the terms and conditions specified in the Agreement; and

WHEREAS, the City’s municipal council (the “*Council*”) met in regular session on 12 March 2013 to consider, among other things, approving the City’s entry into the Agreement; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City’s entry into the Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Cottonwood Heights that the attached Agreement with the County be, and hereby is, approved, and that the City’s mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2013-10, shall take effect immediately upon passage.

PASSED AND APPROVED this 12th day of March 2013.

COTTONWOOD HEIGHTS CITY COUNCIL

By _____
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:

Linda W. Dunlavy, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea	___	Nay	___
Michael L. Shelton	Yea	___	Nay	___
J. Scott Bracken	Yea	___	Nay	___
Michael J. Peterson	Yea	___	Nay	___
Tee W. Tyler	Yea	___	Nay	___

DEPOSITED in the office of the City Recorder this 12th day of March 2013.

RECORDED this ___ day of March 2013.

593701.1

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN**

CITY OF COTTONWOOD HEIGHTS

-AND-

**SALT LAKE COUNTY on behalf of the
COUNTY CLERK ELECTION'S DIVISION**

THIS AGREEMENT is made and entered into the _____ day of _____, 2013, by and between City of Cottonwood Heights ("City"), and SALT LAKE COUNTY, a political subdivision of the State of Utah ("County"), on behalf of the Salt Lake County Clerk's Office, Elections Division.

WITNESSETH:

WHEREAS, the County desires to provide the services of its Clerk's office, Elections Division, to the City for the purpose of assisting the City in conducting the City's 2013 primary and general municipal elections; and

WHEREAS, the City desires to engage the County for such services;

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, the parties agree as follows:

1. **Term.** County shall provide election services to the City commencing on the date this Agreement is executed, and terminating on December 31, 2013. The term of this Agreement may be extended by mutual agreement in writing signed by all parties. Either party may cancel this Agreement upon thirty (30) days written notice to the other party. Upon such cancellation, each party shall retain ownership of any property it owned prior to the date of this Agreement, and the City shall own any property it created or acquired pursuant to this Agreement.

2. **Scope of Work.** The services to be provided by the Salt Lake County Clerk's Office, Elections Division shall be as set forth in the Scope of Work, attached hereto and incorporated by reference as Exhibit "A." Generally, the County Clerk shall perform all elections administration functions as set forth in Exhibit "A" and as needed to ensure implementation of the City's 2013 primary and general municipal election.

3. **Legal Requirements.** The County and the City understand and agree that the 2013 primary and general municipal election are the City's elections. The City shall be responsible for

compliance with all legal requirements for these elections and shall direct the manner in which the elections are conducted. The City agrees to translate ballot issues, if any, into Spanish. The County will provide the remaining Spanish translations for the ballot and other election materials. County agrees to work with the City in complying with all legal requirements for the conduct of these elections and conduct these elections pursuant to the direction of the City. County agrees to disclose and maintain election results through its website merely as a courtesy and convenience to the City. The City, not the County, is responsible to resolve any and all election questions, problems, and legal issues that are within the City's statutory authority.

4. **Cost.** In consideration of the services performed under this Agreement, the City shall pay the County an amount not to exceed the estimate given to the City by the County. The County shall provide a written invoice to the City at the conclusion of the elections, and the City shall pay the County from the invoice within thirty days of receiving it. The invoice shall contain a summary of the costs of the election and shall provide the formula for allocating the costs among the issues and jurisdictions participating in the elections. In the case of a vote recount, election system audit, election contest, or similar event arising out of the City's election, the City shall pay the County's cost of responding to such events, based on a written invoice provided by the County. The invoice amount for these additional services may cause the total cost to the City to exceed the estimate given to the City by the County. For such consideration, the County shall furnish all materials, labor and equipment to complete the requirements and conditions of this Agreement.

5. **Governmental Immunity.** The City and the County are governmental entities and subject to the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63-30d-1, et seq. (1953, as amended) ("Act"). Subject to the provisions of the Act, the City and County agree to indemnify and hold harmless the other party, its agents, officers and employees from and against any and all actions, claims, lawsuits, proceedings, liability damages, losses and expenses (including attorney's fees and costs) arising out of or resulting from the performance of this Agreement to the extent the same are caused by any negligent or wrongful act or omission of that party, its officers, agents and employees. Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to the City or the County under the Act.

6. **Election Records.** The City shall maintain and keep control over all records created pursuant to this Agreement and to the elections relevant to this Agreement. The City shall respond to all public record requests related this Agreement and the underlying elections and shall retain all election records consistent with the Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 – 901 (1953, as amended) and all other relevant local, state and federal laws.

7. **Service Cancellation.** If the Agreement is canceled by the City as provided herein, the City shall pay the County on the basis of the actual services performed according to the terms of this Agreement. Upon cancellation of this Agreement, the County shall submit to the City an itemized statement for services rendered under this Agreement up to the time of cancellation and based upon the dollar amounts for materials, equipment and services set forth herein.

8. **Legal Compliance.** The County, as part of the consideration herein, shall comply with all applicable federal, state and county laws governing elections.

9. **Indemnification.** To the extent permitted by law, the City agrees to indemnify and hold County harmless, including providing legal defense costs on behalf of the County, as a result of any legal or administrative claim, action or proceeding brought against the County by any person or entity claiming that the County violated any state or federal law by providing election services under this Agreement.

10. **Interlocal Agreement.** In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (“Interlocal Act”), in connection with this Agreement, the City and the County (for purposes of this section, each a “party” and collectively the “parties”) agree as follows:

- (a) This Agreement shall be approved by each party, pursuant to § 11-13-202.5 of the Interlocal Act;
- (b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to Section 11-13-202.5 of the Interlocal Act ;
- (c) A duly executed original counterpart of the Agreement shall be filed with the keeper of records of each party, pursuant to § 11-13-209 of the Interlocal Act;
- (d) Each party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs; and
- (e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the City Recorder of the City and the County Clerk of the County, acting as a joint board. No real or personal property shall be acquired jointly by the parties as a result of this Agreement. To the extent that a party acquires, holds, and disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such party shall do so in the same manner that it deals with other property of such party.

11. **Counterparts.** This Agreement may be executed in counterparts by the City and the County.

12. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

13. **Integration.** This Agreement embodies the entire agreement between the parties and shall not be altered except in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

By _____
Mayor Kelvyn Cullimore, Jr.

[SEAL]

Attest:

Linda Dunlavy, City Recorder

Approved as to form and compliance
with applicable law:

City Attorney
Date: _____

SALT LAKE COUNTY

By _____
Mayor Ben McAdams or Designee

Approved as to form and compliance
with applicable law:

/s/ Melanie F. Mitchell
Salt Lake County Deputy District
Attorney
Date: 2/14/2013

DRAFT

MINUTES OF THE COTTONWOOD HEIGHTS CITY COUNCIL MEETING HELD TUESDAY,
FEBRUARY 26, 2013, AT 7:00 P.M. IN THE COTTONWOOD HEIGHTS CITY COUNCIL CHAMBERS

Members Present: Mayor Kelvyn Cullimore, Councilman Scott Bracken, Councilman Tee Tyler, Councilman Mike Peterson, Councilman Mike Shelton was excused at 7:30 p.m.

Staff Present: City Manager John Park, Deputy City Manager Linda Dunlavy, Public Relations Specialist Stephanie Archibald, Assistant Fire Chief Mike Watson, City Engineer Brad Gilson, Public Works Director Mike Allen, Community and Economic Development Director Brian Berndt, Police Chief Robby Russo, Finance Director Steve Fawcett, City Attorney Shane Topham

Others Present: Scout Troop 800, Todd Jensen, Roger Kehr

1.0 WELCOME/PLEDGE/ACKNOWLEDGEMENTS

1.1 Mayor Kelvyn Cullimore called the meeting to order at 7:00 p.m. and welcomed those attending.

1.2 The Pledge of Allegiance was presented by Scout Troop 800.

2.0 CITIZEN COMMENTS

2.1 Todd Jensen, representing, Farm Brook Homeowners Association shared concerns regarding the 352 foot landscaped area north of Creek Road on the west side of Highland Drive that is presently the responsibility of members of the HOA and requested that the City consider maintaining the area. He also stated that a Richard's Ditch water right exists which they would be willing to sign over to the City as an incentive for taking over the property maintenance.

Mayor Cullimore stated that the issue has been discussed and the City is looking into a possible solutions but it is not an issue that will be quickly or easily resolved due to concerns over setting precedents. He encouraged Mr. Jensen to communicate further with Councilman Shelton.

3.0 PUBLIC HEARINGS

3.1 **Public Hearing on a proposal indicating the City's Intent to Adjust its Common Boundary with the City of Holladay**

3.2 **Public Hearing on a proposal indicating the City's Intent to Adjust its Common Boundary with Sandy City**

3.2.1 **MOTION:** Councilman Peterson moved to open the public hearings the adjustment of the common boundary with the City of Holladay and the common boundary with Sandy City. The motion was seconded by Councilman Bracken and passed unanimously on a voice vote.

3.2.2 City Engineer Brad Gilson reviewed the proposed changes. The boundary adjustment with Sandy City is to the south side of the current City boundary along Creek Road. The boundary adjustment with the City of Holladay is on 3000 East on the northern border.

Mr. Gilson also noted the change to the Tavaci property which is now in unincorporated Salt Lake County.

- 3.2.3 Todd Jensen remarked that his zip code 84093 which to most people is indicative of living in Sandy City.

Mayor Cullimore noted that Cottonwood Heights has portions of three zip codes in the city and each is recognized by the post office as being Cottonwood Heights' addresses.

- 3.2.4 Mike Robbins raised a concern about the de-annexation of the Tavaci property to Salt Lake County.

Mayor Cullimore explained that the property owner requested a rezone which the City denied and he then filed a petition to disconnect from the City.

City Attorney Shane Topham indicated that amending the City's map to reflect the Tavaci property occurred by court order last year and has already gone through the boundary adjustment process with Salt Lake County and the Lieutenant Governor's Office.

- 3.2.5 **MOTION:** Councilman Shelton moved to close the public hearings. The motion was seconded by Councilman Tyler and passed unanimously on a voice vote.

4.0 **REPORTS/PROCLAMATIONS/RECOGNITIONS**

4.1 **Recognition of Roger Kehr for his dedicated volunteer service in Emergency Planning**

- 4.1.1 Mayor Cullimore recognized Roger Kehr as one of the city's selected volunteers of the year. Mr Kehr was unable to attend the volunteer banquet and is being presented his recognition and award tonight instead. The Mayor Mr. Kerhr's dedicated volunteer service in Emergency Planning. Mr. Kehr was commended for being instrumental in helping the City develop an Emergency Preparedness Plan and for acquiring two emergency channels for proprietary communication exclusive to Cottonwood Heights. The Mayor recounted how Mr. Kehr and other went to Washington DC to receive a national award on behalf of the city for the Emergency Communication plans developed in the city.

Standing Monthly/Quarterly Reports

Monthly Financial Report

- 4.2.1 Finance Director Steve Fawcett presented the Finance Report for the month of January. He reported that all revenue collection trends are holding firm and sales taxes is projected at approximately 6.5% above the prior year. All other revenue sources are coming in as expected. Expenditures are as anticipated and consistent with the budget and allocations.

A complete financial report is available on the City's website.

4.3 **Unified Fire Report**

- 4.3.1 Assistant Chief Mike Watson presented the Unified Fire Report for the month of January. He stated that in terms of call volumes Station 110 came in 5th and Station 116 came in 18th. Stations 110 had 128 total calls with a total of 120 Advanced Life Support (ALS) calls resulting in 52 transports; and 8 Basic Life Support (BLS) calls resulting in 4 transports. Station 116 had 66 calls with a total of 58 Advanced Life Support (ALS) calls resulting in 29 transports; and 8 Basic Life Support (BLS) calls resulting in 3 transports.

Station 110 and Station 116 conducted 7 station tours and participated in advanced life support, emergency medical, fire, water, and heavy rescue trainings. They also assisted with snow removal, provided CPR training to a local scout troop and 6 businesses were inspected for fire code and safety violations.

Chief Watson presented the monthly safety message addressing influenza. He reported that incidents of flu are up with February historically being the peak month. He reported that the flu generally runs through the month of May and vaccines are still available.

A complete UFA report is available on the City's website.

5.0 CONSENT CALENDAR

5.1 Approval of Minutes for January 22, 2013 and February 12, 2013

5.1.1 The minutes stood approved.

6.0 ADJOURN BUSINESS MEETING AND RECONVENE WORK SESSION IN ROOM 250

6.1 **MOTION:** Councilman Bracken moved to adjourn and reconvene the work meeting. The motion was seconded by Councilman Peterson and passed unanimously on a voice vote. The business meeting adjourned at 7:48 p.m.